APPENDIX XXVIII S. 31 (G. 10).

(Referred to in G. R. R. D. No. 49, dated 6-1 09, printed under Section 31.)

This Indenture made the day of in the year of Our Lord 19 , between hereinafter called the Covenantor, of the one part, and the Secretary of State for India in Council of the other part.

WHEREAS the Covenantor has been appointed to serve His Majesty as * in the Presidency of Bombay.

*Here enter the words "a member of the.....Service, if he belongs to a recognised service; otherwise enter the designation of the officer, *e. g.* "a Mamlatdar."

NOW THIS INDENTURE WITNESSETH, and the said Covenantor doth hereby covenant and agree with and to the said Secretary of State in Council that while he shall be employed in the service of His Majesty as aforesaid or in any other capacity :—

(1) he will be faithful and bear true allegiance to his Majesty, his heirs and successors according to law;

(2) he will faithfully, honestly and diligently do all such things as shall be lawfully committed to his charge by or on the part of the said Secretary of State in Council or of the Government in India or any person who shall have lawful authority to command him, or in execution of his duty ;

(3) he will duly obey all the rules and orders of the Government in India regulating the conduct of public servants as contained in the Government Servants' Conduct Rules, 1904, or such other rules and orders on the subject as may from time to time be in force ; and

(4) he will not take part in any agitation or meeting of a political or *quasi*-political character against the Government in India or against any measures or action of such Government.

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Insert Appendix XXIX :—

"DRAFT AGREEMENT FORM.

Memorandum of conditions relating to the drawing of water from natural or artificial sources, for non-irrigational or irrigational purposes.

The pumping plants shall consist of
These pumps have an estimated capacity of gallons per hour. The capacity of this pumping installation should not be increased without the previous approval of the (Bombay) Government. The 'person' shall not draw off more than gallons in a day of 24 hours and the quantity shall not be exceeded except with the previous permission of the Executive Engineer through the Collector of the District.

2. Provided that in the event of the breakdown of a portion of the plant, temporary plant may be installed, due intimation being given to the Collector and the Executive Engineer until the permanent plant is repaired, the 'person' using all due expedition to repair it.

3. The 'person' shall keep a record of all pumping hours and the water supplied shall be calculated at the rate of gallons per pumping hour.

4. The water drawn by the 'person' shall be charged at the rate of Rs. per 10,000 cubic feet or at such a rate as may be prescribed by Government. For this purpose the 'person' shall submit to the Executive Engineer not later than a statement showing the pumping hours for the previous 6 months and the total draw-off estimated at the agreed hourly capacity.

5. Government may alter the rate for water fixed in the agreement at any time during the period of agreement, if they deem fit to do so.

6. In the case of supplies from canals or other artificial sources erected by Government the Public Works Department shall inform the 'person' in advance of the periods during which these sources are ordinarily closed for clearing and overhaul and where possible give the 'person' a fortnight's notice of the actual date of cutting off the water supply from such channels. The Public Works Department reserve the right of cutting off the water supply from any Government artificial channel without previous notice.

7. In the event of there being a shortage of water in such artificial sources the Executive Engineer shall give the 'person' as long a notice as possible of the anticipated shortage. The 'person' shall in such circumstances use every endeavour to reduce the consumption of water and will be required to furnish the Executive Engineer with a weekly return showing the actual amount of water drawn.

8. The use of water by the 'person' shall be subject to stoppage after one month's notice if the public interests shall in the opinion of Government necessitate such a step.

9. The arrangements for the draw-off shall be in accordance with the annexed plan. All necessary staging and other works required for drawing off water by pumps shall be so constructed as not to interfere with the free flow in the canals and shall be subject to the approval of the Executive Engineer.

10. No interests of existing irrigation under the river, spring, channels and irrigation wells should be prejudiced.

11. If in the opinion of Government existing interests are prejudiced the 'person' shall be liable to pay compensation to the persons concerned as determined by Government.

12. Government will not be liable to pay any compensation or damage if the supply fails or has to be stopped for reasons approved by the Superintending Engineer or without previous notice.

13. The person shall at all reasonable times allow the officers of the Public Works Department and Revenue Department of the Government of Bombay to inspect the said works and accounts and to copy entries from the accounts.

14. This agreement shall be in force for years at the end of which the Government reserve the right to renew or revoke the agreement.

Executive Engineer,
Division,
P. W. D.
Engineer
District.

Note.—(1) 'Artificial sources' in the heading means, storage reservoirs and tanks, canals and streams, deriving their water supply from a storage reservoir.

(2) 'Person' means a Railway Administration or a Municipality or a local body or private body, who draws water."

(G.R. No. 6449/24, dated 6-5-1930.)

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Insert the following as Appendix XXX :

Section 6 (G. 12) :—

"DRAFT AGREEMENT.

This agreement made the day of one thousand nine hundred and between the Secretary of State for India in Council (hereinafter referred to as 'The Secretary of State', which expression shall, unless excluded by or repugnant to the context, include his successors in office and assigns) of the one part and inhabitant of in the Taluka of the District (hereinafter referred to as 'the applicant', which expression shall, unless excluded by or repugnant to the context, include his heirs, executors, administrators and assigns) of the other part.

Whereas the applicant has applied to the Collector of (hereinafter referred to as 'the Collector') for permission [to use a Government well situated in survey No. within the limits of the village of in the Taluka of the District for the purpose of and] to lay underground pipes to the length of (hereinafter referred to as 'the said pipes') beneath Government road land measuring in area, be the same a little more or less, situate within the limits of the village of in the taluka of the District for supplying water from the well situated in survey No. belonging to the applicant to survey Nos. for agricultural purposes, which Government road land is more particularly delineated on the site plan hereto annexed, and is hereinafter referred to as 'the said land' : And whereas the Collector has agreed to grant such permission for a period of years from the first day of 193 , on the conditions hereinafter set forth ;

Now this indenture witnesseth that the Secretary of State hereby grants the said permission and the applicant hereby agrees to lay the said pipes on the following conditions, namely :—

(1) The applicant is hereby permitted to lay the said pipes below a depth of* and to keep them for a period of years only commencing from 193 and, in consideration thereof the applicant shall pay a nominal rent of rupees (Rs.) only each year in advance to the of the said village on the day of of each year during the period that the said pipes will remain under the said land. The amount of rent hereby reserved will be subject to revision, if the applicant sells water for other than agricultural purposes.

[ ] Omit where inapplicable.

*To be specified by the Collector,

[(2) The applicant shall keep the said well in proper repairs and shall, if so required by the Collector, furnish security equal to the amount of repair charges as may be settled by the Collector.

(3) The applicant shall not use the water of the said well for any purpose other than .]*

(4) On the expiration of the said period of years it will be entirely at the discretion of the Collector to grant a fresh permission to keep the said pipes under the said land on such terms as to payment of rent and as to period as may then be determined by the Collector on the applicant's applying for such permission.

(5) On the expiration of the said period of years, this agreement shall cease and determine and the applicant shall, unless he has obtained a fresh permission to keep the said pipes on or before the expiration of the said period, remove the said pipes at his own cost, within a period of three months from the date of expiration of the said period, and shall at his own cost repair the said land which would have to be dug up for removal of the said pipes. In the event of the applicant failing to remove the said pipes and to repair the said land as aforesaid, the same shall be removed and repaired, respectively, at the cost of the applicant, by the Collector and the cost of such removal and repairs shall be recoverable from the applicant as an arrear of land revenue.

(6) In case the said land is dug up for the repairs, etc., to the said pipes, the applicant shall at his own expense thoroughly repair the said land within a reasonable period allowed by the Collector and on his failure so to repair the said land the same shall be repaired by the Collector and the cost of such repairs shall be recoverable from the applicant as an arrear of land revenue.

(7) The permission granted by this agreement shall be subject to the provisions of the Bombay Land Revenue Code, 1879, and the rules and orders from time to time issued thereunder.

(8) The applicant shall at his own cost maintain the said pipes in a proper state of repairs and make good immediately any damage which the existence of the said pipes under the said land may through leakage or any other cause at any time cause to the surfacing or side slopes or berms of the said land.

(9) The applicant shall make arrangements for safeguarding any excavations made by him on the said land or other Government land in connection with the laying of or subsequent repairs to the said pipes by suitable fencing in the day time and also by a sufficient number of lights and watchmen at night time.

(10) In the event of its being at any time found necessary to carry out any alteration to the said land or other land which will necessitate the removal and relaying of the said pipes, the cost of removing and relaying of the said pipes shall be borne by the applicant.

(11) The permission herein given shall not be construed to create a tenancy in favour of the applicant of any portion of the said land or to give the applicant any legal right over any portion of the said

[ ] Omit where inapplicable.

land or claim to retain the said pipes under the said land and the right of the Secretary of State to dispose of the surface-soil of the said land is hereby reserved.

(12) The applicant shall indemnify the Secretary of State from all claims or demands, actions, suits or proceedings made or brought by any person or corporation against him and from all costs, charges and expenses which he may have to incur by reason of or due to the exercise by the applicant of any of the privileges arising from the permission agreed to be hereby given or to the presence of the said pipes under the said land.

(13) The applicant shall bear the costs of the execution and stamping of this agreement.

Provided always and it is hereby further agreed and declared that the applicant paying the rent hereinabove mentioned and observing the conditions herein contained shall keep the said pipes under the said land for the said period of years.

Provided further that if the applicant commits a breach of any of the conditions of this agreement hereinabove mentioned, the Collector shall be at liberty to cancel the permission hereby granted and to require the applicant to remove the said pipes and repair the said land opened or dug up therefor, and on the applicant's failure to do so, shall remove the said pipes and repair the said land at the expense of the applicant and recover the cost from him as an arrear of land revenue.

In witness whereof Esquire, Collector of , hath by order of the Governor of Bombay in Council set his hand and the seal of his office hereto for and on behalf of the Secretary of State for India in Council, and hath hereunto set his hand the day and year first above written.

Signed, sealed and delivered by
Esq., Collector of

In the presence of

(1)

(2)

Official Seal.

Signed by the abovenamed in the presence of

(1)

(2)

N.B.—Plan to be attached."

(G.R. No. 7321/28, dated 5-2-1932.)

In witness whereof, the said Covenantor has hereunto set his hand and being a Secretary to the Government of Bombay has, by order of the Governor of Bombay in Council, set his hand and the seal of his office, hereto, for and on behalf of the Secretary of State for India in Council.